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*White* (1875) 117 Mass. 10; cf. *Sun, etc., Ass'n v. Moore* (1901) 183 U. S. 642, 22 Sup. Ct. 240. In the principal case, however, there had been neither destruction nor loss, nor even demand and refusal (which would of course have given an action for conversion), and it would seem that the plaintiff's only right of action was for breach of the bailment contract. To get all the damages to which this breach would entitle him, the plaintiff should first have demanded the piano, and after obtaining it, could have recovered its rental value from the end of the trial period, together with any extra expense involved in securing its return. The actual decision not only makes a contract of sale for the parties, where there was none, but a contract differing substantially in terms of payment from the plaintiff's offer. It is supported, however, by a very similar decision in *Wheeler v. Klaholt* (1901) 178 Mass. 141, 59 N. E. 756.

CONTRACTS—CONSIDERATION—EFFECT OF PERFORMANCE OF AN UNENFORCEABLE PROMISE.—In the case of an overdue debt, the creditor and the debtor made a new bilateral agreement, the debtor promising to pay in certain installments and the creditor promising to forbear suit. The creditor forbore as agreed and now sues on the debtor's promise to pay in installments. *Held*, that although the bilateral contract was invalid for lack of consideration, the actual forbearance by the creditor completed a valid unilateral contract upon which action lies. *Hay v. Fortier* (1917, Me.) 102 Atl. 294. See COMMENTS, p. 535.

CONTRACTS—CONTRACTS TO DEVISE OR BEQUEATH—SPECIFIC PERFORMANCE.—The plaintiff deeded certain property to his aunt upon her agreement to make a will amply providing for him. Later both the plaintiff and his aunt made mutual wills, each making the other sole beneficiary. Still later she altered her will to his detriment, and died. *Held*, that a valid, irrevocable contract was made which would be enforced by fastening a trust upon the estate of the deceased. *Lawrence v. Prosser* (1917, N. J. Ch.) 101 Atl. 1040.

The plaintiff's father agreed to and did give up to A and A's wife his parental rights as father of the plaintiff, and they agreed that the plaintiff should have all their property upon the death of the survivor of them. Later A's wife died and A married again and died, leaving his second wife and their child, the defendants. Before his death A had delivered a deed in escrow by which he gave all his property to the defendants, who had no knowledge until after A's death of A's contract with the plaintiff's father. *Held*, that the agreement was not enforceable against the wife and child because its enforcement would be inequitable; also, that an amendment which alleged that A and his first wife had executed a joint will, unrevoked during her lifetime, in favor of the plaintiff was properly disallowed where there was no allegation that such joint will was made pursuant to a contract with the first wife or was intended to be irrevocable. *Sargent v. Corey* (1917, Cal. App.) 166 Pac. 1021.

See COMMENTS, p. 542.

CONTRACTS—TESTAMENTARY CONTRACTS—VALIDITY.—A partner entered into an agreement with his copartners that certain promissory notes should be given them to be renewed from year to year and paid after his death. *Held*, that the agreement was not testamentary and was not revoked by a later will, but was enforceable. *In re Eisenlohr's Estate* (1917, Pa.) 102 Atl. 117.

A contract was made between partners that in the event of the death of one the other should have the business and should pay the heirs of the deceased a stipulated sum. *Held*, that the agreement was testamentary and unenforceable, since not executed as a will. *Ferrara v. Russo* (1917, R. I.) 102 Atl. 86.

See COMMENTS, p. 542.